

IN THE CHANCERY COURT FOR SEVIER COUNTY, TENNESSEE

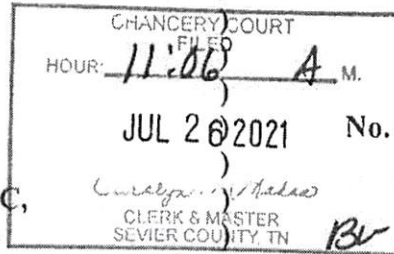
INTERNET MARKETING EXPERT
GROUP, INC.,

Petitioner,

vs.

STAY AWHILE VILLAS LLC,

Respondent.

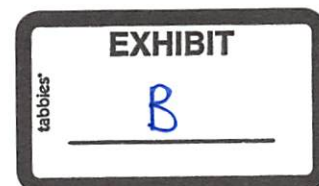


**VERIFIED PETITION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY
INJUNCTION, PERMANENT INJUNCTION, AND COMPLAINT FOR DAMAGES**

Comes now Petitioner, Internet Marketing Expert Group, Inc. ("IMEG"), by and through counsel, and pursuant to Rule 65 of the Tennessee Rules of Civil Procedure, and sues the Respondent, Stay Awhile Villas LLC ("SAV"), and for its cause of action against it respectfully shows unto this Court as follows:

PARTIES, JURISDICTION AND VENUE

1. IMEG is a Tennessee corporation with its principal place of business located at 305 Elm Street, Sevierville, Tennessee 37862.
2. SAV is a Delaware Limited Liability Company with its principal place of business located at 9437 Santa Monica Blvd., Ste. 204, Beverly Hills, CA 90210. SAV may be served with process through its registered agent, Stuart S. Heller, at the principal business address.
3. This Court has personal jurisdiction and subject matter jurisdiction over all causes of action asserted herein and venue is proper because the business transactions, contractual



performance, and breach of contract occurred in Sevier County, Tennessee, and the contract between the parties provides for disputes to be litigated in Sevier County, Tennessee.

FACTUAL ALLEGATIONS

4. IMEG incorporates the allegations set forth in the paragraphs above as if set forth fully herein.

5. IMEG is a marketing firm, which primarily provides internet marketing services to travel and tourism businesses.

6. SAV is a luxury vacation rental management company.

7. SAV retained IMEG to perform various internet marketing services. Accordingly, on or around October 13, 2020, SAV and IMEG entered into an Agreement for Services (the “Agreement”) which set forth the terms of agreement between the parties for the provision of such marketing services by IMEG to SAV. A true and exact copy of the Agreement is attached hereto as **Exhibit 1**.

8. Additionally, SAV and IMEG entered into a Statement of Work agreement on or around October 13, 2020 whereby IMEG agreed to provide services related to website development and the integration of its proprietary software, ReZEmotion, with SAV’s website and another program it was utilizing with a third-party property management software called Guesty. A true and exact copy of the Statement of Work is attached hereto as **Exhibit 2**.

9. On or around February 19, 2021, IMEG and SAV entered into a Master Service Agreement (“MSA”). The purpose of the MSA was to incorporate and supersede the Agreement and to update the list of services being provided by IMEG to SAV so that all services were covered by one agreement. The MSA also updated the terms and conditions governing the

agreement between the parties. A true and exact copy of the MSA is attached hereto as **Exhibit 3**.

10. At the time of execution of the MSA, the website development work performed pursuant to the Statement of Work agreement had been completed.

11. On or around February 19, 2021, a Monthly Services Agreement was executed by SAV. The new Monthly Services Agreement, which was to be effective as of April 1, 2021 set forth the terms of the goods and services to be provided by IMEG each month and the amount to be paid monthly by SAV for the use of such goods and services. A true and exact copy of the Monthly Services Agreement is attached hereto as **Exhibit 4**. The Monthly Services Agreement included the use of IMEG's proprietary software, ReZEmotion.

12. IMEG spent over ten years to develop ReZEmotion at a cost of approximately \$10,000 per month. The ReZEmotion software greatly enhanced SAV's website, resulting in a vastly improved online booking experience for SAV's customers and increased revenues for SAV. The fair market value for a program such as ReZEmotion is estimated to be approximately \$5,000,000.00.

13. Pursuant to the terms of the MSA, SAV agreed to keep confidential IMEG's proprietary and/or confidential information ("Confidential Information"), as defined in the MSA. SAV further expressly agreed that SAV does not own or have rights to the Confidential Information, intellectual property, proprietary code, or software exclusively owned by IMEG, which includes ReZEmotion. The MSA contains restrictions against copying or attempting to copy methods, products, code or software that belongs to IMEG. Further, the Monthly Services Agreement provides for a monthly charge for the use of ReZEmotion by SAV.

14. Stuart Heller, on behalf of SAV, sent correspondence dated June 22, 2021 to IMEG purporting to cancel the services being provided pursuant to the October 13, 2020 Agreement. No mention is made in said correspondence of the subsequent MSA or Monthly Services Agreement between the parties. A true and exact copy of the letter dated June 22, 2021 is attached hereto as **Exhibit 5**.

15. On June 26, 2021, IMEG was alerted that the DNS (Domain Name Server) for SAV's website had been changed from IMEG's hosting server to another used by SAV. Notably, IMEG also discovered at that time that SAV had, on May 11, 2021, caused a backup of their database files along with IMEG's proprietary ReZEmotion software and other proprietary information, to be copied from WordPress and uploaded to Google Drive, in violation of the MSA.

16. The MSA provides as follows:

Confidentiality:

As used in this Agreement, "Confidential Information" shall include, without regard to its form ... any and all technical data; methodology; processes; procedures; ... software; scripts; strategies; research; results; plans; methods of doing business; trade secrets; copyrighted information; business and financial information; ... and/or such other documents and things that a reasonable person would recognize as confidential and/or proprietary in nature....

...

The Client agrees that during the Term and thereafter, it will keep all Confidential Information in the strictest confidence.... The Client also agrees that it will not access or use any Confidential Information, except as necessary to perform its obligations under this Agreement, whether such Confidential Information resides in any online account owned or maintained by IMEG or Client. The Client recognizes that disclosure of confidential information in violation of the provisions of this section, would cause irreparable injury to IMEG. Therefore, in the event that Client breaches or threatens to breach the provisions of this section, IMEG, in addition to any other remedies it may have, will be entitled to preliminary and permanent injunctive relief without the necessity of posting a

bond, in addition to any damages or other relief available to IMEG at law or in equity.

...

Ownership:

Client owns all deliverable materials produced under the terms of this agreement like blogs, ads, images, and posts, but does not own or have rights, outside the terms of this agreement, to Confidential Information, intellectual property, code or software exclusively owned by IMEG. Client is also restricted from copying or attempting to copy methods, products, code or software ... that IMEG owns.... Client shall only have the right to use ... any IMEG Proprietary Software ... solely during the term of this Agreement and only during any period wherein Client makes timely payment.... **"Proprietary Software"** is defined as any software IMEG exclusively owns or partially owns."

If Client breaches any provision of the Agreement, IMEG may choose to immediately suspend all services. If this occurs, IMEG will promptly notify Client and if such breach is capable of being cured, Client will have ten (10) days to cure such breach to IMEG's reasonable satisfaction or demands. If such breach is incapable of being cured or, if capable, is not cured within ten (10) days, IMEG may immediately terminate this Agreement and/or pursue all other available remedies to enforce this Agreement and obtain payment hereunder. In such event, IMEG will be entitled to accelerate all fees due hereunder and to collect all costs and attorney fees incurred. ***Further, IMEG shall be entitled to seek monetary damages as well as other relief available at law or in equity.***

[Emphasis in the original]. ReZEmotion is proprietary software as defined by the MSA and is exclusively owned by IMEG.

17. Based on the foregoing, IMEG is entitled to both damages and injunctive relief without the posting of a bond.

18. In addition to breaching the MSA by illegally taking the source code to IMEG's proprietary software ReZEmotion, SAV also breached the MSA by stopping its ACH payment to IMEG scheduled for July 1, 2021 pursuant to the requirements of the MSA. Notably, the MSA provides that "Client may terminate this Agreement by giving three (3) month's written Notice to IMEG via Certified mail." **Exhibit 3**, p. 3. The MSA also provides as follows: "If a Stop

Payment is placed on the ACH by the Client..., it would constitute an immediate and full breach of this Agreement. In such an event, IMEG will be entitled to accelerate all fees due hereunder and to collect all of its costs and attorney fees incurred.” **Exhibit 3**, p. 1. A true and exact copy of an ACH Activity Summary reflecting the stop payment is attached hereto as **Exhibit 6**.

19. Upon discovering that SAV had illegally caused ReZEmotion’s source code to be copied, IMEG through its Chief Financial Officer, Jason West, sent email correspondence to SAV and demanded that SAV “cease and desist using IMEG’s proprietary software and source code and return all tangible and intangible property belonging to IMEG immediately.” A copy of the June 26, 2021 email is attached hereto as **Exhibit 7**. No response to the email was ever received, and SAV continues to use the ReZEmotion software and source code in violation of the MSA.

20. Subsequently, on July 6, 2021, counsel to IMEG sent correspondence to SAV demanding the return of the ReZEmotion software and source code along with a statement affirming that no party has copied or transferred the code, and for payment of the outstanding amounts due and owing pursuant to the MSA. A true and exact copy of the July 6, 2021 correspondence is attached hereto as **Exhibit 8**. The July 6, 2021 correspondence has also gone ignored by SAV.

CAUSES OF ACTION

I. TEMPORARY RESTRAINING ORDER

21. IMEG incorporates the allegations set forth in the paragraphs above as if set forth fully herein.

22. Due to SAV's improper and illegal action in copying, using, and sharing with third parties the ReZEmotion software and source code in violation of the MSA, IMEG is suffering ongoing irreparable harm. Accordingly, SAV should be immediately enjoined from using, copying, transferring and sharing any of IMEG's proprietary and confidential information and any and all software, source codes, plug-ins, and any other tangible and intangible property owned by IMEG pursuant to Tenn. R. Civ. P. 65.03.

23. SAV's conduct has caused IMEG to suffer immediate and irreparable injury, loss, and damage. SAV's conduct will continue to irreparably harm IMEG unless it is enjoined by this Court from using, copying, transferring, or sharing the ReZEmotion software and any of IMEG's other intangible or tangible property.

24. SAV has violated the MSA in multiple ways and has subsequently ignored IMEG's demands to cease and desist the illegal use of its property and to return same. Each day that IMEG does not have exclusive control over its proprietary software, the value of the software and its ability to protect its confidential nature is irreparably harmed.

25. IMEG has no adequate remedy at law, and it respectfully requests that this Court issue a temporary restraining order pursuant to Tenn. R. Civ. P. 65.03 to enjoin SAV from using copying, transferring, and sharing ReZEmotion and/or any of IMEG's other proprietary or confidential information.

26. IMEG avers that pursuant to its agreement with SAV and the terms of the MSA, it is not required to post a bond in order to obtain the injunctive relief sought. **Exhibit 3**, p. 2 ("IMEG, in addition to any other remedies it may have, will be entitled to preliminary and permanent injunctive relief without the necessity of posting a bond...") Nonetheless, should the

Court deem a bond necessary, IMEG stands ready and willing to post a bond in an amount determined by the Court pursuant to Tenn. R. Civ. P. 65.05.

27. IMEG avers that it will suffer immediate and irreparable injury, loss or damage before notice can be served and a hearing had on their Petition for a temporary restraining order. Because SAV has demonstrated a refusal to respond to IMEG's attempts to gain possession of its intangible property, and due to the difficulty in protecting the value of the intangible property, a temporary restraining order must be issued prior to notice and a hearing or the confidential nature of the software and source code are likely to be irretrievably lost and damaged.

II. TEMPORARY INJUNCTION

28. IMEG incorporates the allegations set forth in the paragraphs above as if set forth fully herein.

29. In addition to the temporary restraining order requested above, IMEG respectfully requests the issuance of a temporary injunction pursuant to Tenn. R. Civ. P. 65.04.

30. Upon the filing of this Petition, IMEG will obtain a hearing date for the temporary injunction hearing and will provide notice to SAV of the hearing in accordance with Tenn. R. Civ. P. 65.04.

31. Specifically, IMEG avers that a temporary injunction should issue by which SAV is enjoined from using, copying, sharing, transferring, or accessing IMEG's property including ReZEemotion.

32. Further, SAV should be required by mandatory injunction to return all of IMEG's property, tangible and intangible, to IMEG, specifically including the ReZEemotion software, source code, and plug-in, and to swear and affirm by written statement that no party has made or

retained copies of the source code, that no one has transferred the source code to a third party, and/or that all copies of the source code have been returned or destroyed.

33. Further, SAV should be required by mandatory injunction to send to IMEG the entirety of their website database files and delete their own copies so that IMEG can remove its proprietary information from the database files that SAV improperly removed from IMEG's hosting site. Upon completing the retrieval of its property, IMEG will return the files to SAV that contain the remainder of SAV's property after IMEG's property has been removed. It is necessary for IMEG to perform this process to ensure that it is done correctly and completely and that all of its property is returned to it. It will also be necessary for SAV to swear and affirm by written statement that no copies have been retained of said database files. The foregoing process whereby IMEG, rather than SAV, scrubs the files and removes IMEG's proprietary information from same is the process that would have been utilized if SAV had properly terminated the MSA between the parties. It is the only way to properly ensure that IMEG's property is protected. SAV does not have the knowledge or information regarding all of IMEG's intangible property to ensure proper removal and return of same.

34. IMEG avers that, as set forth above, it will suffer irreparable harm unless SAV immediately stops using its property and returns same. Because SAV has demonstrated a refusal to respond to IMEG's attempts to gain possession of its intangible property, and due to the difficulty in protecting the value of the intangible property, a temporary restraining order must be issued prior to final resolution of this matter or the confidential nature of the software and source code are likely to be irretrievably lost and damaged.

III. PERMANENT INJUNCTION

35. IMEG incorporates the allegations set forth in the paragraphs above as if set forth fully herein.

36. Based on the foregoing, IMEG requests that, upon resolution of this matter, the temporary injunctive relief requested hereinabove be made permanent pursuant to Tenn. R. Civ. P. 65.

37. IMEG avers that it has no adequate remedy at law and that injunctive relief is necessary to protect its rights. Indeed, the MSA between the parties expressly acknowledges that IMEG has no adequate legal remedy and that injunctive relief is necessary in circumstances such as those occurring here.

IV. BREACH OF CONTRACT

38. IMEG incorporates the allegations set forth in the paragraphs above as if set forth fully herein.

39. As set forth above, SAV has breached the MSA. Pursuant to the MSA, SAV was required to give a three-month termination notice. The amounts due and owing pursuant to the MSA and Monthly Services Agreement are \$17,130.00.

40. Additionally, IMEG has incurred and continues to incur monetary damages as a result of SAV's breach of contract and illegal taking of IMEG's intellectual property in an amount of not less than \$5,000,000.00, which is the estimated fair market value of ReZEmotion.

V. UNJUST ENRICHMENT

41. IMEG incorporates the allegations set forth in the paragraphs above as if set forth fully herein.

42. In the alternative, to the extent the Court deems the agreement unenforceable, IMEG should be awarded damages under the theory of unjust enrichment.

43. IMEG has provided valuable goods and services to SAV, SAV received those goods and services, SAV knew or should reasonably have known that IMEG expected to be compensated for such goods and services, and it would be unjust for SAV to retain them without paying for them. Thus, to the extent the Court finds the contract between the parties to be unenforceable, IMEG is entitled to recover the reasonable value of these goods and services under the equitable theory of unjust enrichment.

44. IMEG avers that SAV should be held liable for damages for unjust enrichment in an amount of not less than \$5,000,000.00.

PREMISES CONSIDERED, IMEG prays as follows:

1. That proper process be issued and served upon Respondent SAV requiring it to appear and answer this Petition; and
2. That, without notice and a hearing, the Court enter a temporary restraining order enjoining SAV from using the ReZEmotion software and source code and any other tangible and intangible property owned by IMEG, and from copying it, from sharing it with any third party, and from using and of IMEG's property; and
3. That within fifteen (15) days, the temporary restraining order be made a temporary injunction after notice and a hearing pursuant to Rule 65 of the Tennessee Rules of Civil Procedure; and
4. That the Court also issue a temporary injunction requiring SAV to return all of IMEG's intangible and tangible property to it, including the ReZEmotion software, source code,

and plug-in, and that SAV be required to send to IMEG the entirety of its website database files so that IMEG may retrieve its property before returning the remaining files to SAV; and

5. That upon final hearing of this matter, that SAV be permanently enjoined from accessing, using, copying, sharing or transferring IMEG's property including ReZEmotion and any other tangible or intangible property; and

6. That upon final hearing of this matter, a permanent mandatory injunction issue requiring SAV to return all of IMEG's intangible and tangible property to it, including the ReZEmotion software, source code, and plug-in, and that SAV be required to send to IMEG the entirety of its website database files so that IMEG may retrieve its property before returning the remaining files to SAV; and

7. That IMEG be awarded compensatory damages in the amount of not less than \$5,017,130.00 for SAV's breach of contract, plus attorney's fees; and

8. That, to the extent that SAV continues to use IMEG's property beyond the contract term or the Court deems the agreement between the parties unenforceable, IMEG be awarded damages under a theory of unjust enrichment in an amount of not less than \$5,000,000.00; and

9. That IMEG be awarded such further relief as the Court deems just and proper.

THIS IS THE FIRST REQUEST FOR INJUNCTIVE RELIEF IN THIS CAUSE.

Respectfully submitted this 26th day of July, 2021.

WOOLF, McCLANE, BRIGHT,
ALLEN & CARPENTER, PLLC

By: 

Luis C. Bustamante, (BPR #015328)

Lindy D. Harris (BPR #029198)


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Knoxville, Tennessee 37901-0900
(865) 215-1000
(865) 215-1001
lbustamante@wmbac.com
lharris@wmbac.com
Attorneys for Petitioner

COST BOND

We acknowledge ourselves as surety for all costs and taxes in this case in accordance with Tenn. Code Ann. § 20-12-120.

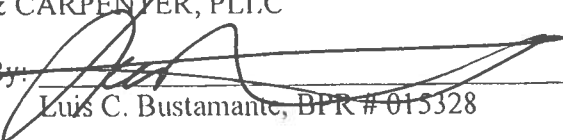
PRINCIPAL:

**INTERNET MARKETING EXPERT GROUP,
INC.**

By: 
Its: Chief Financial Officer

SURETY:

**WOOLF, McCLANE, BRIGHT, ALLEN
& CARPENTER, PLLC**

By: 
Luis C. Bustamante, BPR # 015328

Post Office Box 900
Knoxville, Tennessee 37901-0900
(865) 215-1000
lbustamante@wmbac.com

VERIFICATION

STATE OF TENNESSEE)
COUNTY OF SEVIER)

I, **Jason West**, after being duly sworn in accordance with the law, make oath that the foregoing Verified Complaint is true and correct to the best of my knowledge, information and belief.

This 23rd day of July, 2021.

Internet Marketing Experts Group, Inc.

By: [Signature]
Jason West

Its: Chief Financial Officer

Sworn to and subscribed before me this 23RD day of JULY

[Signature]
Notary Public



My Commission Expires: My Commission Expires
December 21, 2022

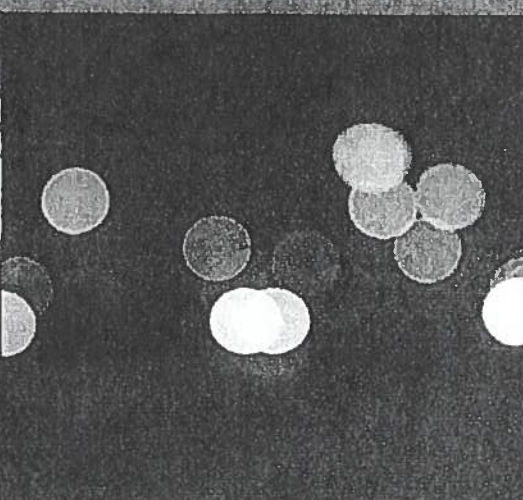
CERTIFICATE

I, Carolyn P. McMahon, Clerk & Master for the Chancery Court for Sevier County, Tennessee, do hereby certify the foregoing to be a true copy of the Petition as filed in my office in Sevierville, Tennessee, on the 26th day of July, 2021. This, the 26th day of July, 2021, Clerk & Master Carolyn P. McMahon, By Deputy Clerk & Master Donna L. Atchley



WE GROW BUSINESSES

We are the trusted agency for business growth and trackable results.



AGREEMENT FOR SERVICES STAY AWHILE VILLAS

EXHIBIT

tabbles

1

DEFENDANT'S COPY



October 13, 2020

Dear Stuart,

Attached is a proposal for services for Stay Awhile Villas.

If you have any questions regarding this proposal or our services at IMEG, please don't hesitate to contact me directly.

Here to help,

Micah Berg

IMEG - Internet Marketing Expert Group

Innovate / Implement / Grow

micah@imegonline.com

ABOUT US

Who We Are

We believe in challenging the status quo. We work daily to achieve greatness for ourselves and our clients.

What We Do

We help customers find the right business, like yours, to match their needs across the world. With our personalized set of resources, businesses and destinations will have the ability to reach success and maximize their investments and goals.

How We Do It

Using our specialized tools and techniques, we partner with clients to innovate, create, analyze and track marketing and business results. Our goal is to show potential customers the uniqueness that separates your business from your competitors.

Our Team

We think you will find that the team at IMEG is the most experienced marketing company with the best results in the industry. Our team has over 300,000 hours of experience in marketing. We currently have a team of over 40 professionals who bring unique talent and ideas to each of our clients.

Our Clients

We currently serve over 180 clients in various industries. These clients include attractions, hotels, vacation rental companies, CVBs, DMOs, RTO's, restaurants, software companies, large retailers and more. Amongst our clients, we are known for having sustainable and trackable growth. We also enjoy an exceedingly high client retention rate - we produce results!

DESCRIPTION	PRICE	QTY	SUBTOTAL
Account Management / Consulting / Analysis We are available to you for anything you need including questions regarding you service strategy, analytics/reporting, or issues.	\$0	1	\$0
Advanced Reporting & Dashboard Advanced Reporting offers clients a new way to review and understand the financial results of their marketing efforts. This reporting provides key metrics for each service, such as Return on Ad Spend (ROAS) and other ROI metrics, allowing businesses to know exactly the return on their marketing investments. As allowable by your booking engine or POS system, this reporting can be automated and customized to meet your specific reporting needs and includes a live dashboard where results can be viewed in realtime 24/7/365.	\$135	1	\$135
Blogs Blogs are critical for organic search and bringing real value to repeat and potential customers. This is the center of our SEO and social strategy. This fee includes 2 in-depth blogs written per month. We currently manage many travel blogs, including one of the top 3 most read travel blogs in the world. This content is written to grow online authority and also to engage and connect with past and future customers on a deeper, more emotional level to convert into sales while building value and bringing loyalty to your brand.	\$160	2	\$320

DESCRIPTION	PRICE	QTY	SUBTOTAL
Capture This will allow us to grow your email database by 4-8% of traffic that visits your site. We can use this to email them monthly to raise awareness and also use their emails on social channels, such as Facebook, to build custom audiences and retargeting ads. A tool built to show a potential customer the right message at the right time by using neuromarketing technology. When a potential customer lands on your website, they are looking for better value than the site they were on before, but time is crucial - the average time on site of a user is not long if the value proposition is not present. Through deep research and understanding of buyer's intent, Capture was developed to allow your brand to show the customer a true value proposition at the right time.	\$95	1	\$95
Drip Email : Monthly Management Drip emails will allow us to send targeted objective emails after the visitor has left the website, social media, email, etc. These emails are content-driven with converting call to actions. Monthly management fee includes setup, monitoring, changes, and building out the platform.	\$135	1	\$135
Email Monthly : Per 2500 Subscribers This fee includes up to 2,500 email subscribers with unlimited monthly sends.	\$45	1	\$45

DESCRIPTION	PRICE	QTY	SUBTOTAL
Email Design Monthly fee for email design and production. All designs will be mobile-responsive to ensure they work on both desktop and mobile devices. Fee covers 1 monthly email design.	\$95	1	\$95
Enterprise DNS - Cloudflare Enterprise DNS delivers higher security and performance of your website. Enterprise DNS has many benefits, but one core benefit, in simple terms - it creates a "firewall" to prevent security issues and will generally increase performance of your website speed due to caching across a global network.	\$35	1	\$35
SEO Services : On-site Technical IMEG understands how important online visibility and SEO are for the success of business in today's market. With Internet usage growing at a minimum of 100% in every populated world region, and growing by more 1,000% in some, web presence can generate numerous competitive advantages with our search engine optimization services. Our team of experts are dedicated to the process of analyzing, designing and editing your website to rank high in leading search engines. We focus on editing content in response to search engine web crawlers and monitoring your competitors' search engine activities to ensure the best placement of your website for phrases and search terms that are relevant to your products and services. We drive website traffic straight to your business.	\$600	1	\$600

DESCRIPTION	PRICE	QTY	SUBTOTAL
Website Visitor Intelligence (WVI) Almost all of your website visitors are anonymous. We use this software to identify website visitors by email address. We have been able to match email addresses for up to 15% of website visitors. This is a great way to grow your email database with your own website visitors which allows you to target those individuals with a specific email campaign to drive traffic and increase bookings.	\$300	1	\$300
Tools / Licenses Google Analytics, Heat Map Analytics, Analysis, BuzzSumo, Fanpage Karma, Form Funnels, Stock Images, Compete and more. <i>Includes Zapier, which allows you to push leads collected through Website Visitor Intelligence directly into your CRM.</i>	\$60	1	\$60
SEM : Adwords Google AdWords is an online advertising service developed by Google, where advertisers pay to display brief advertising copy, product listings and video content within the Google ad network to web users. Our job is to compose the right message and get it in front of the right users to take advantage of Google's Quality Score for the lowest cost per click. A 30% management fee does apply. See management fee explanation below.*	\$1,500	1	\$1,500

DESCRIPTION	PRICE	QTY	SUBTOTAL
SEO Services : Link Building Building links is one of the many tactics used in search engine optimization (SEO) because links are a signal to Google that your site is a quality resource worthy of citation. Therefore, sites with more backlinks tend to earn higher rankings. There's a right way and a wrong way, however, to build links to your site. We will use white hat techniques to gain backlinks to your website.	\$325	1	\$325
SEO Services : Local The service guarantees, on any search engines that a potential client searches for your business, that your information shows up correctly in ranking. Also, this service is good for backlinks to help local and standard organic ranking in search.	\$75	1	\$75

DESCRIPTION	PRICE	QTY	SUBTOTAL
RezEmotion RezEmotion is a tool built to optimize the booking experience and increase online booking conversion on desktop, mobile devices and tablets. After years of analysis and deep research of the traveler's journey to online booking, we found with most booking engines (PMS), there is extensive thought and time put into the back end, saving you time with managing the business. The problem is - the traveler only sees the front end of the booking engine during their online booking experience. We decided to invest our time and research into the front end of the booking engine to increase online booking conversion. To solve the problem of guests coming to our clients' websites and not booking, we developed RezEmotion to add value to the traveler's booking experience to increase online booking conversion and increase your revenue. Clients who have integrated with RezEmotion have seen up to 28% increase in online booking conversion. We also built RezEmotion to save development time and money; great online booking engines take much time and financial resources. RezEmotion can be launched in hours, not months, and for hundreds of dollars, not tens of thousands of dollars.	\$295	1	\$295

DESCRIPTION	PRICE	QTY	SUBTOTAL
SERP Tracking A search engine results page (SERP) is the page displayed by a search engine in response to a query by a searcher. The main component of the SERP is the listing of results that are returned by the search engine in response to a keyword query, although the page may also contain other results such as advertisements. This tool tracks the changes and results in the SERPS for Google organic and gives alerts when changes as well as comprehensive reporting.	\$10	1	\$10
Site Monitoring Software that will notify us (within 5 minutes) if the website goes down. It will also tell us why it is down, so we can contact the host and work out any issues to get the website back online.	\$10	1	\$10
Website Hosting : WordPress We use world class provider WP Engine as our hosting partner. WP Engine provides the best-in-class customer service on top of innovation-driven technology. This is why over 70,000 customers in 120 countries have chosen WPEngine for their WordPress hosting needs. The server will also include a CDN that will allow your content to load faster for users.	\$75	1	\$75

DESCRIPTION	PRICE	QTY	SUBTOTAL
Onboarding Fee A one-time fee of \$500 will be assessed on your first month's invoice. This fee includes the time required to ensure that analytics and tracking options are set up and tracking correctly. Tracking options include: Google Analytics, eCommerce, cross-domain tracking, etc. others depending on the specific services to be rendered. <i>*Specific tracking options available are dependent on the Client's Property Management System and/or Point of Sale system, and are not guaranteed.</i>			
Total			\$4,110

Agreement for Services

This Agreement for Services (this "Agreement") is by and between **Stay Awhile Villas** (the "Client") and Internet Marketing Expert Group, Inc. ("IMEG"), and sets forth the terms and conditions under which IMEG will provide the services described below in this agreement. In the event that any other document provided by IMEG to Client and the terms of this Agreement are different, then the terms of this Agreement shall apply.

Summary of Services:

IMEG is in the business of online marketing through a combination of including but not limited to paid advertising and Organic Search Engine Optimization. IMEG has total discretion and control over said services – signing of this agreement conveys complete control over such marketing to IMEG. For the avoidance of any doubt, this Agreement relates to and is for the provision of marketing services by IMEG to Client (the "Services"). The Services will be performed in a variety of fashions including Google AdWords, Bing ads, Google Analytics, Facebook, Instagram, Pinterest, and other means selected by IMEG. Nothing contained in this Agreement shall transfer any intellectual property associated with the Services performed by IMEG hereunder to Client. IMEG shall have no obligation to provide to Client any information regarding the specifics of the techniques utilized by IMEG in providing the Services. At no time will IMEG provide Client with Google AdWords or other information used to optimize Client's website or drive traffic to Client's website.

Term of Agreement:

The initial term of this Agreement (the "Initial Term") will commence on the date a fully executed signed copy hereof is received by IMEG from the Client (the "Commencement Date"), and shall last for:

Length In Months

Please Select Term Length

12 Months

X

This Agreement will begin on November 1, 2020.



At the end of the Initial Term and any Renewal Term (defined below) the Term shall automatically renew for an additional period of time equal to the Initial Term (each a "Renewal Term" and the Initial Term and all Renewal Terms, the "Term") unless Client provides written notice of non-renewal to IMEG not less than sixty (60) days prior to the end of the then current Initial Term or Renewal Term.

A one-time set-up fee of \$0.00 for services selected shall be charged as of the Commencement Date and will be added to the first month's marketing fees if the Initial Term is for six (6) months or less. The set-up fee will be waived if the Initial Term is one (1) year or longer, but will be charged as a termination fee if this Agreement is terminated prior to the end of the Initial Term for any reason. All outstanding bills and invoices must be paid in full to commence the cancellation process and prevent further charges.

Payment:

Payments are due upon the execution of the signed agreement and on the last business day prior to the beginning of each new month of additional service. All fees are automatically charged on a monthly basis. A signed ACH form is mandatory to be on file before service can commence. Client authorizes IMEG to withdraw monthly payments via ACH. Client further agrees that it will not make any effort to interfere with the running of the ACH, i.e. Stop Payments or Non-Sufficient Funds. If a Stop Payment is placed on the ACH by the Client, it would constitute an immediate and full breach of this Agreement. In such an event, IMEG will be entitled to accelerate all fees due hereunder and to collect all of its costs and attorney fees incurred. No marketing of any kind will take place until the monthly payment is received – this includes but is not limited to any 'pay per click' marketing campaigns. The Client holds IMEG harmless of any and all losses in income through lack of funding for marketing campaigns.

Prepay Payment (Definition):

Client understands that payments made to IMEG under this Agreement are paid in advance, or prepaid. As a result, some collected monies for certain services, including but not limited to pay-per-click or paid advertising like Google AdWords, Facebook Ads, and Third-Party Affiliate advertising, will not be spent immediately. Those monies, or advertising credits, will be held for the Client's marketing efforts and will be expensed and deducted from the advertising credit balance at the time they occur.



Confidentiality:

As used in this Agreement, "Confidential Information" shall include, without regard to its form (oral, digital, in writing, etc.), any and all any and all technical data; methodology; processes; procedures; digital ads; print ads; drawings; reports; compositions; records; prototypes; samples; models; designs; specifications; software; scripts; strategies; research; results; plans; methods of doing business; trade secrets; copyrighted information; business and financial information; business and contractual relationships; business forecasts; marketing plans; all documents and other media marked as "confidential" or "proprietary" (although such markings shall not be required); and/or such other documents and things that a reasonable person would recognize as confidential and/or proprietary in nature. Notwithstanding the foregoing, Confidential Information shall be limited to Confidential Information that is provided to Client by IMEG, or any of IMEG's employees, affiliates, or agents, in connection with IMEG's provision of any products and/or services hereunder.

The Client shall keep confidential all Confidential Information. This Agreement is intended to cover Confidential Information disclosed by IMEG both prior and subsequent to the date hereof.

The Client agrees that, during the Term and thereafter, it will keep all Confidential Information in strictest confidence and, in addition, protect such Confidential Information by no less stringent security measures than those it takes to protect its own confidential and/or proprietary information, but by at least reasonable security measures. The Client also agrees that it will not access or use any Confidential Information, except as necessary to perform its obligations under this Agreement, whether such Confidential Information resides in any online account owned or maintained by IMEG or Client. The Client recognizes that the disclosure of confidential information in violation of the provisions of this section, would cause irreparable injury to IMEG. Therefore, in the event that Client breaches or threatens to breach the provisions of this section, IMEG, in addition to any other remedies it may have, will be entitled to preliminary and permanent injunctive relief without the necessity of posting a bond, in addition to any damages or other relief available to IMEG at law or in equity.

Client may request permission from IMEG to share Confidential Information with third parties for the purpose of cooperating with other service providers and/or maintaining continuity of services in the event of the termination of this Agreement. Client may make such request by submitting to IMEG: (i) a confidentiality and nondisclosure agreement provided to Client by IMEG and counter signed by the intended recipient of the Confidential Information; and (ii) a cover letter explaining in detail the need for sharing of Confidential Information with third parties. IMEG reserves the right to deny any and all such requests in its sole discretion and for any reason whatsoever, and without regard to any inconvenience experienced by Client.



Ownership:

The Client shall only have the right to use the intellectual property and other work provided by IMEG solely during the term of this Agreement and only during any period wherein Client makes timely payment, including, without limitation, any IMEG proprietary Software as a Service (SaaS) products. Client may continue to use SaaS products as long as ongoing payments are made.

The Client agrees to notify IMEG in writing of any claims for breach of this Agreement by IMEG, and IMEG, shall have 30 days to cure such claim, in the event a breach has actually occurred. If Client breaches any provision of the Agreement, IMEG may choose to immediately suspend all services. If this occurs, IMEG will promptly notify Client and if such breach is capable of being cured, Client will have ten days to cure such breach to IMEG's reasonable satisfaction. If such breach is incapable of being cured or, if capable, is not cured within ten days, IMEG may terminate this Agreement and/or pursue all other available remedies to enforce this Agreement and obtain payment hereunder. In such event, IMEG will be entitled to accelerate all fees due hereunder and to collect all of its costs and attorney fees incurred. *Further, IMEG shall be entitled to seek money damages as well as all other relief available at law or in equity.* Client's breach of this Agreement will constitute a breach of all other agreements between IMEG and Client or any party controlling, controlled by, or controlled with Client.

Disclaimer of Warranties:

CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT INTERNET MARKETING AND SEARCH ENGINE RESULTS MAY VARY AND IMEG MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, REGULATORY, COMPLIANCE, AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

By signing this agreement, you acknowledge that IMEG neither owns nor governs the actions of any search engine. You also acknowledge that due to fluctuations in the relative competitiveness of some search terms, recurring changes in the search engine algorithms and other competitive factors, it is impossible to guarantee number one rankings or consistent top ten rankings, or any other specific rankings for any particular search term.



RANKINGS ARE NOT PERMANENT AND SEARCH ENGINE RESULTS ARE IMPROVED AND MAINTAINED BY THE EXECUTION OF CONSISTENT LONG TERM MARKETING.THESE RESULTS ARE CUMULATIVE.

ALTHOUGH OUR RESULTS ARE EXCEPTIONAL BY INDUSTRY STANDARDS, THERE IS NO FORMULA FOR OVERNIGHT RESULTS AND BEST RESULTS ARE OBTAINED BY CONSISTENT EFFORTS OVER TIME.

LIMITATION OF IMEG'S LIABILITY:

IN NO EVENT SHALL IMEG BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OF CLIENT'S BUSINESS, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES. SUFFERED BY THE CLIENT, WHETHER OR NOT IMEG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY AND/OR DAMAGES. IMEG'S MAXIMUM AGGREGATE LIABILITY TO CLIENT RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO IMEG FOR THE MONTH CLIENT INCURS COMPENSABLE DAMAGES. THIS AMOUNT SHALL EXCLUDE ALL FEES DISBURSED TO ANY AND ALL THIRD PARTIES ON BEHALF OF THE CLIENT.

Modifications:

Client may request a modification to the services provided under this Agreement at any time. In the event the Client has any open or unpaid invoices up to and including the request date, the request for modifications will not take effect until all past due balances are paid in full.

Termination:

Client may terminate this Agreement by giving two (2) month's written Notice to IMEG via Certified mail. Client understands that verbal communication, text, or email to an IMEG employee does not constitute Notice and is not sufficient to commence termination. This Notice period will start from the 1st day of the month following the month that Notice has been received by IMEG. For example notice given on January 20th will not become effective until March 31st. All amounts owed by Client to IMEG are payable immediately. Upon termination IMEG will have no obligations of any kind to Client. Accordingly, IMEG may terminate this Agreement by giving two (2) month's written Notice to Client via Certified mail. This Notice period will start from the 1st day of the month following the month that Notice was mailed to Client. For example notice given on January 20th will not become effective until March 31st.

Default:

In the event Client defaults under this Agreement, IMEG shall be entitled to any and all damages and other remedies available at law or in equity, including, but not limited to, any and all collection costs, litigation costs, and reasonable attorney fees.



Entire Agreement:

This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all other prior proposals, agreements, understandings and communications, whether oral or written. Each party hereby acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions, and that they have executed the same of their own free will.

Amendments; Waiver:

No provision of this Agreement may be amended, modified, revoked or waived except by a writing signed by a duly authorized representative of each of the parties hereto. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

Assignment:

Client may not assign, transfer, delegate or otherwise convey any rights, obligations or responsibilities of Client hereto without the prior written consent of IMEG. IMEG may assign its rights, obligations or responsibilities upon written notice to Client.

Severability:

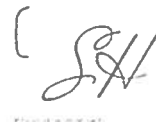
The invalidity or unenforceability of any part of this Agreement, for any reason, shall not prejudice or affect the validity or enforceability of the remainder and in such event the parties hereto shall use their best efforts to agree upon a replacement for such invalid or unenforceable provision in terms which correspond as closely as possible to the original provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

Time of the Essence:

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Parties Bound:

This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns.



Authority:

The parties hereto represent and warrant that they have full power and authority to execute, deliver and perform this Agreement and such other instruments as required herein and to consummate the transactions contemplated hereby, and that, when executed, this Agreement shall be valid, binding and legally enforceable against each of the parties hereto.

Counterparts:

This Agreement may be executed in two or more counterparts, each of which shall constitute an original.

Notices:

Any notice or other communication required shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied, sent by overnight courier service or U.S. Mail and shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted on a business day before 4:00 p.m. Sevierville, Tennessee time and with transmission confirmed; (c) if delivered by overnight courier, one business day after delivery to the courier properly addressed; or (d) if delivered by U.S. Mail, four business days after deposit with postage prepaid and properly addressed. Notices shall be addressed in each case to the address or facsimile number and to the attention of the Person (by name and title) set forth below (or to such other address and to the attention of such other Person as a party may designate by written notice to the other parties):

If to IMEG: Internet Marketing Expert Group, Inc.

305 Elm Street

Sevierville, Tennessee 37862

Attn: Justin A. Jones

If to Client:

Stay Awhile Villas

9437 Santa Monica Blvd, Suite 204

Beverly Hills, CA 90210

Attn : Stuart Heller



Construction:

Captions, titles and headings to articles, sections or paragraphs of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

All references in this Agreement to "Section" refer to the corresponding sections of this Agreement unless otherwise stated and, unless the context specifically requires otherwise, refer to all subsections thereof. All references in this Agreement to a "party" or "parties" refer to the parties signing this Agreement, unless the context otherwise requires. All defined terms and phrases used in this Agreement are equally applicable to both the singular and plural forms of such terms. Nouns and pronouns are deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may in the context require.

Restrictive Covenants:

Client represents, covenants and agrees that he/she will not (nor will he/she cause or cooperate with others to), through a medium, personally, anonymously or through the use of a pseudonym, either orally or in writing or image, including, but not limited to, electronic mail, radio or television, computer networks or Internet bulletin boards, websites, blogs, social media, such as Facebook, LinkedIn, Twitter, Snapchat, Instagram, or Pinterest, or any other form of communication, disparage, defame, impugn, damage or assail the reputation, or cause or tend to cause the recipient of a communication to question the business condition, integrity, competence, good character, professionalism, product or service quality of IMEG or its shareholders, directors, officers, employees, agents, business practices or services, as applicable, whether by virtue of the Agreement or any of the details covered by this Agreement, except as follows: by a subpoena issued by a court of competent jurisdiction, and except as required by law or order of court.

Governing Law:

This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Tennessee.



Forum Selection and Jurisdictional Provisions:

The parties acknowledge and agree that all disputes and matters whatsoever arising under, in connection with, or related to this Agreement shall be litigated, if at all, in either the federal or state courts which encompass Sevier County, Tennessee, to the exclusion of all other courts. Each party specifically consents to the jurisdiction of the federal and state courts encompassing Sevier County, Tennessee and waives any venue, jurisdiction, or other objections that he may have to any such action or proceeding being brought in such court.

IMEG will optimize and market <http://stayawhilevillas.com/> beginning November 1, 2020.

**Paid advertising, purchases for Client, and PFC management 30% management fee will apply if applicable. This fee covers administrative, creative, analysis and consulting costs. Example: If we spend \$1,000 on ads, we will add 30% for administrative, creative, analysis and consulting costs. If you were spending \$1,000 on ads, \$770 would go toward actual ad spend and the remainder is the management fee. Due to the fact that we understand Google's algorithm and the best techniques to use, we typically more than cover the 30% fee in the fact that we get cost per click lower than most. This is a common management fee when managing paid ads.*

All advertising credits not used in the current month will be carried over to the following month. Monthly reporting provided to you by IMEG Inc., may include details of dollars used and credits remaining. These credits may be used for IMEG Inc. marketing services only and will not be refunded.

ALL PAGES OF THIS SERVICE AGREEMENT MUST BE RETURNED WITH DEPOSIT PAYMENT OF FIRST MONTH.

Please see above for the complete list of services to be rendered during this Agreement Term.

This form must be filled out as well: <https://goo.gl/forms/6Zpg27zUMkeVFLsE2>



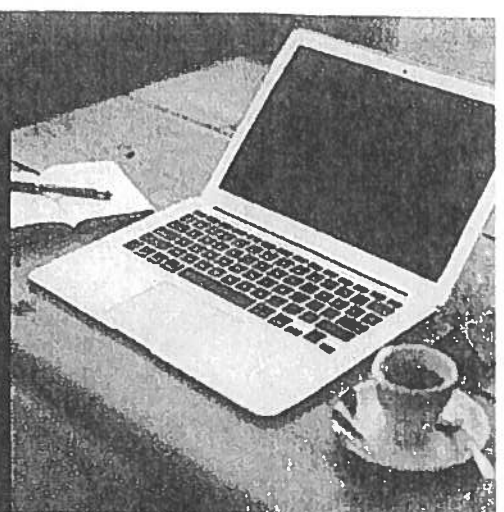
NEXT STEPS

1. Please read the contract on the previous pages to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click to initial the pages above and click the 'sign here' button below.
4. Sign in the box that pops up to make the acceptance official.
5. Once we receive notification of your acceptance, we'll contact you shortly to gather additional information and access needed to start your services.
6. We'll email you a separate copy of the signed contract for your records.
7. If you'd like to speak to us by phone, don't hesitate to call 8653357790.

I agree to the terms and conditions as stated above as individual and authorized officer of the organization:

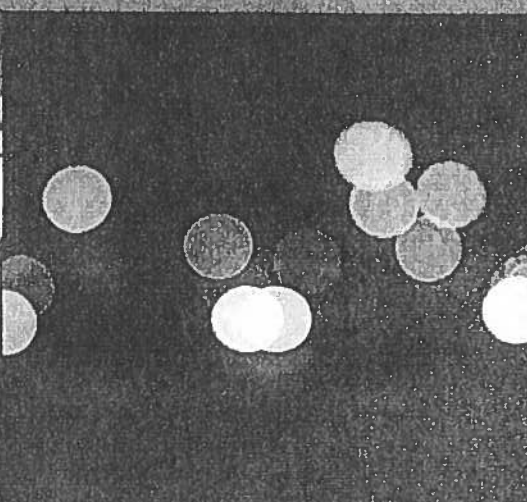

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Authorized Signature



WE GROW BUSINESSES

We are the trusted agency for the tourism and hospitality industry.



STATEMENT OF WORK STAY AWHILE VILLAS

EXHIBIT

tabbles®

2



October 13, 2020

Dear Stuart,

Attached is the Statement of Work for Stay Awhile Villas.

If you have any questions regarding this Statement of Work or our services at IMEG, please don't hesitate to contact me directly.

Here to help,

Micah Berg

IMEG - Internet Marketing Expert Group

Innovate / Implement / Grow

micah@imegonline.com

DESCRIPTION	PRICE	QTY	SUBTOTAL
Website Development : Responsive WordPress Design & Theme This is for the design and build out of the website in WordPress. This site will be fully responsive and work on all devices - phone, tablet and desktop. This also includes UI and UX strategy to ensure the website is easy to use and things are easy to find.	\$109	30	\$3,270
Website Development : Social Sharing Setup Social sharing widget implementation.	\$0	1	\$0
Content Writing Content writing is a form of online writing which is closely linked to web marketing campaigns. This means creating the writing which appears on websites that are designed to sell or promote a specific product.	\$375	1	\$375
SEO Services : Initial SEO for New Website This is key to making sure the new site is easily indexable and ranks well in the SERPS for related search terms to your business.	\$800	1	\$800
Content Move This fee includes the moving of website content from your current site to your new site.	\$285	1	\$285
Website Development : RezEmotion Integration & Testing This fee includes the setup, theme, and testing of RezEmotion/Guesty on the new website.	\$646	1	\$646

DESCRIPTION	PRICE	QTY	SUBTOTAL
Website Development : 301s / Redirects This is the big step most people miss when launching a website. In the last 12 months alone, we have seen major travel websites launch new sites without proper 301 redirects and lose 40-60% of traffic from search engines. A redirect is a way to send both users and search engines to a different URL from the one they originally requested. The three most commonly used redirects are 301, 302, and Meta Refresh.	\$109	1	\$109
Website Development : Browser / Device Testing After the website is complete, this is for the development time needed to test on various devices and platforms to ensure usability on all devices.	\$109	5	\$545
Website Development : Tracking / Analytics This fee includes moving the tracking codes from the current site to the new site.	\$109	1	\$109
Website Development : Project Management Fee	\$750		\$750
Custom API Integration : RezEmotion This fee includes the buildout and testing of Guesty's API with RezEmotion.	\$3,000	1	\$3,000
Total			\$9,889

Statement of Work

This Statement of Work (this "Agreement") is by and between **Stay Awhile Villas** (the "Client") and Internet Marketing Expert Group, Inc. ("IMEG"), and sets forth the terms and conditions under which IMEG will provide the services described below in this SOW.

Summary of Services:

IMEG is in the business of online marketing through a combination of services including but not limited to Website Development, and Organic Search Engine Optimization. Nothing contained in this SOW shall transfer any intellectual property associated with the Services performed by IMEG hereunder to Client.

IMEG shall have no obligation to provide to Client any information regarding the specifics of the techniques utilized by IMEG in providing the Services.

Term of SOW:

The term of this SOW (the "Term") will commence on the date a fully executed signed copy hereof is received by IMEG from the Client (the "Commencement Date"), and shall last until final services/products are passed to Client.

Payment:

Client agrees and understands that a nonrefundable half payment is due upon the execution of the signed SOW, no work will be performed until payment is received, and the remaining balance is due upon Client approval of the final website, but before the website is pushed live. If the Client approval time period exceeds thirty (30) days, a renewal fee may apply at IMEG's sole discretion and the website launch may be delayed. The Client holds IMEG harmless of any and all losses in income through lack of approval or payment for the website.



Confidentiality:

The Client shall keep confidential all information that is provided to them by IMEG, and its employees, affiliates and agents in connection with the performance of this SOW that is proprietary in nature, including but not limited to all technical data, methodology, processes and procedures used to optimize the client's website(s). The Client agrees that, during the Term and thereafter, it will keep information in strictest confidence and, in addition, protect such confidential information by no less stringent security measures as it takes to protect its own confidential information, but by at least reasonable security measures. The Client also agrees that it will not use any confidential information for any purpose other than in connection with the performance of its obligations under this SOW. The Client recognizes that the disclosure of confidential information in violation of the provisions of this section, would cause irreparable injury to IMEG; therefore, in the event Client breaches or threatens to breach the provisions of this section, IMEG, in addition to any other remedies it may have, will be entitled to preliminary and permanent injunctive relief without the necessity of posting a bond.

Ownership:

The proprietary technology provided by IMEG is the property of IMEG and is protected by Copyright law. The client has the right to use the exclusive intellectual property and other work provided solely for the website as long as payments are made. Once final website payment, and if applicable, hosting payment have been received by IMEG, the website belongs to Client with the exception of IMEG proprietary Software as a Service (SaaS) products. Client may continue to use SaaS products as long as payments are made.

The Client agrees to notify IMEG in writing of any claims for breach of this SOW by IMEG, and IMEG, shall have 30 days to cure such claim, in the event a breach has actually occurred. If Client breaches any provision of the SOW, IMEG may choose to immediately suspend all services. If this occurs, IMEG will promptly notify Client and if such breach is capable of being cured, Client will have ten days to cure such breach to IMEG's reasonable satisfaction. If such breach is incapable of being cured or, if capable, is not cured within ten days, IMEG may terminate this SOW and/or pursue all other available remedies to enforce this SOW and obtain payment hereunder. In such event, IMEG will be entitled to accelerate all fees due hereunder and to collect all of its costs and attorney fees incurred. Client's breach of this SOW will constitute a breach of all other SOWs between IMEG and Client or any party controlling, controlled by, or controlled with Client.



Acceptance and Authorization:

It is understood that upon Client approval of the final website, final payment is received, and the website is pushed live, the website is contractually accepted. For the avoidance of any doubt, this means that this SOW is contractually complete. Any changes requested by the Client after the SOW Term are billable at \$109 an hour.

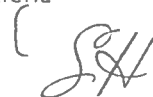
DISCLAIMER OF WARRANTIES AND LIMITATION OF IMEG'S LIABILITY:

CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT WEBSITES, INTERNET MARKETING, AND SEARCH ENGINE RESULTS MAY VARY AND IMEG MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, REGULATORY, COMPLIANCE, AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. SPECIFIC REGULATORY AND/OR COMPLIANCE DETAILS THAT THE CLIENT DEEMS NECESSARY TO BE INCLUDED IN THE WEBSITE ARE THE SOLE RESPONSIBILITY OF THE CLIENT TO ADDRESS, PROVIDE, AND APPROVE. IN NO EVENT SHALL IMEG BE LIABLE FOR CLIENT'S FAILURE TO MEET OR MAINTAIN REQUISITE REGULATORY AND/OR COMPLIANCE GUIDELINES FOR THE CLIENT'S WEBSITE.

IN NO EVENT SHALL IMEG BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OF CLIENT'S BUSINESS, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, SUFFERED BY THE CLIENT, WHETHER OR NOT IMEG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY AND/OR DAMAGES. IMEG'S MAXIMUM AGGREGATE LIABILITY TO CLIENT RELATED TO OR IN CONNECTION WITH THIS SOW WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO IMEG FOR THIS SOW. THIS AMOUNT SHALL EXCLUDE ALL FEES DISBURSED TO ANY AND ALL THIRD PARTIES ON BEHALF OF THE CLIENT.

Termination:

Client may terminate this SOW by giving written Notice to IMEG via Certified mail. Client understands that verbal communication, text, or email to an IMEG employee does not constitute Notice and is not sufficient to commence termination. All amounts owed by Client to IMEG are payable immediately. If Client site is hosted on an IMEG server, Client will have thirty (30) days to move the site to a server of its choosing. Upon termination IMEG will have no obligations of any kind to Client.



Default:

In the event Client defaults under this SOW, IMEG shall be entitled to recover any and all collection costs, including, but not limited to litigation costs and reasonable attorney fees.

Entire SOW:

This SOW represents the entire SOW and understanding of the parties hereto with respect to the subject matter hereof and supersedes all other prior proposals, SOWs, understandings and communications, whether oral or written. Each party hereby acknowledges that they have read this SOW, understand it, and agree to be bound by its terms and conditions, and that they have executed the same of their own free will.

Amendments; Waiver:

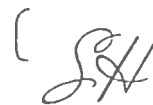
No provision of this SOW may be amended, modified, revoked or waived except by a writing signed by a duly authorized representative of each of the parties hereto. Any failure by either party to enforce the other party's strict performance of any provision of this SOW will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this SOW.

Assignment:

Client may not assign, transfer, delegate or otherwise convey any rights, obligations or responsibilities of Client hereto without the prior written consent of IMEG. IMEG may assign its rights, obligations or responsibilities upon written notice to Client.

Severability:

The invalidity or unenforceability of any part of this SOW, for any reason, shall not prejudice or affect the validity or enforceability of the remainder and in such event the parties hereto shall use their best efforts to agree upon a replacement for such invalid or unenforceable provision in terms which correspond as closely as possible to the original provision. Further, all terms and conditions of this SOW will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.



Time of the Essence:

With regard to all dates and time periods set forth or referred to in this SOW, time is of the essence.

Parties Bound:

This SOW shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns.

Authority:

The parties hereto represent and warrant that they have full power and authority to execute, deliver and perform this SOW and such other instruments as required herein and to consummate the transactions contemplated hereby, and that, when executed, this SOW shall be valid, binding and legally enforceable against each of the parties hereto.

Counterparts:

This SOW may be executed in two or more counterparts, each of which shall constitute an original.

Notices:

Any notice or other communication required shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied, sent by overnight courier service or U.S. Mail and shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted on a business day before 4:00 p.m. Sevierville, Tennessee time and with transmission confirmed; (c) if delivered by overnight courier, one business day after delivery to the courier properly addressed; or (d) if delivered by U.S. Mail, four business days after deposit with postage prepaid and properly addressed. Notices shall be addressed in each case to the address or facsimile number and to the attention of the Person (by name and title) set forth below (or to such other address and to the attention of such other Person as a party may designate by written notice to the other parties):



If to IMEG: Internet Marketing Expert Group, Inc.

305 Elm Street

Sevierville, Tennessee 37862

Attn: Justin A. Jones

If to Client:

Stay Awhile Villas

9437 Santa Monica Blvd, Suite 204

Beverly Hills, CA 90210

Attn: Stuart Heller

Construction:

Captions, titles and headings to articles, sections or paragraphs of this SOW are inserted for convenience of reference only and shall not affect the construction or interpretation of this SOW. All references in this SOW to "Section" refer to the corresponding sections of this SOW unless otherwise stated and, unless the context specifically requires otherwise, refer to all subsections thereof. All references in this SOW to a "party" or "parties" refer to the parties signing this SOW, unless the context otherwise requires.

All defined terms and phrases used in this SOW are equally applicable to both the singular and plural forms of such terms. Nouns and pronouns are deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may in the context require.

Governing Law:

This SOW shall be governed by and interpreted and construed in accordance with the laws of the State of Tennessee.



Forum Selection and Jurisdictional Provisions:

The parties acknowledge and agree that all disputes and matters whatsoever arising under, in connection with, or related to this SOW shall be litigated, if at all, in either the federal or state courts which encompass Sevier County, Tennessee, to the exclusion of all other courts. Each party specifically consents to the jurisdiction of the federal and state courts encompassing Sevier County, Tennessee and waives any venue, jurisdiction, or other objections that he may have to any such action or proceeding being brought in such court.

**Please see above for the complete list of services/products to be rendered during this SOW Term.*

IMEG will begin building out Stay Awhile Villas's new website once IMEG receives all necessary items requested from Client, provided that the initial website payment has been made.

PLEASE INITIAL EACH PAGE OF THIS SOW.



NEXT STEPS

1. Please read the above Statement of Work to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button to initial each page and to sign below.
4. Sign in the box that pops up to make the acceptance official.
5. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the website rolling.
6. We'll email you a separate copy of the signed Statement of Work for your records.
7. If you'd like to speak to us by phone, don't hesitate to call 8653357790.

I agree to the terms and conditions as stated above as individual and authorized officer of the organization:


2020-10-11 16:31:01 (GMT)

Authorized Signature

Master Service Agreement

This **MASTER SERVICE AGREEMENT** together is made and entered into this 19 day of Feb. 2021 with any list of services, Exhibits, Amendments, Change Orders, Statements of Work attached hereto and incorporated herein or to be prepared at a later date (collectively, the "Agreement") is by and between Stay Awhile Villas, a CA (e.g. "Name of State" corporation or "Name of State" Limited Liability Company) (the "Client") and Internet Marketing Expert Group, Inc., a Tennessee corporation ("IMEG"), and sets forth the terms and conditions under which IMEG will provide the services described below in this Agreement. In the event that any other document provided by IMEG to Client and the terms of this Agreement are different then the terms of this Agreement shall apply.

WHEREAS, IMEG is an internet marketing services firm, offering internet marketing expertise to the general public; and

WHEREAS, Client desires to use those services and expertise pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, IMEG and Client agree as follows:

"IMEG" as used throughout this Agreement shall mean the applicable IMEG Affiliate that executes this Agreement and/or an applicable list of services, Exhibits, Amendments, Change Order, or Statement of Work ("SOW") hereunder. For purposes of clarity, any time an IMEG Affiliate enters into a new Change Order or SOW with Client pursuant to this Agreement, with respect to such Change Order or SOW, all references to "IMEG" throughout this Agreement shall mean such IMEG Affiliate.

"Affiliate(s)" of IMEG means and includes the IMEG entity that executes this Agreement and any and all of its associated entities, shareholders, directors, officers, employees, agents, representatives, successors and assigns.

Summary of Services:

IMEG is in the business of online marketing through a combination of including but not limited to paid advertising, website development, search engine optimization, social media, and email marketing. IMEG has total discretion and control over said services – signing of this Agreement conveys complete control over such marketing to IMEG. For the avoidance of any doubt, this Agreement relates to and is for the provision of marketing services by IMEG to Client (the "Services"). The Services may be performed in a variety of fashions including but not limited to Google AdWords, Email, Proprietary Software, Google Analytics, Facebook, Instagram, Content Writing, Blogs, and other means selected by IMEG. Nothing contained in this Agreement shall transfer any intellectual property associated with the Services performed by IMEG hereunder to Client. IMEG shall have no obligation to provide to Client any information regarding the specifics of the techniques utilized by IMEG in providing the Services. At no time will IMEG provide Client with Google AdWords or other information, techniques, practices, settings, or specifics used to optimize Client's website or drive traffic to Client's website.

Term of Agreement:

The term of this Agreement (the "Term") shall commence on the date a fully executed signed copy hereof is received by IMEG from the Client (the "Commencement Date") and shall continue until terminated as provided below in the "Termination" section.

This Agreement will become effective upon signature, but if a list of services is provided hereunder those services will not commence until Apr 01, 2021. If services are to begin on the 15th of the month, a prorated payment is due upon execution, if applicable, of the signed Agreement with full payment due on the last business day prior to the beginning of each new month of additional service.

Payment:

Payments are due upon the execution of the signed Agreement if services are attached, and on the last business day prior to the beginning of each new month of additional service. If a Change Order or Statement of Work is prepared at a later date payments are due when the Change Order or Statement of Work is signed, and on the last business day prior to the beginning of each new month of additional service. All fees are automatically charged on a monthly basis. Payments may be made with either an ACH or Credit Card (at an additional cost of up to 3%) and a signed ACH form or Credit Card is mandatory to be on file before service can commence. Client authorizes IMEG to withdraw monthly recurring payments via ACH or Credit Card, as well as any current or future one-time SOW payments. Client further agrees that it will not make any effort to interfere with the running of the ACH or the running of the Credit Card (i.e. Stop Payments, Non-Sufficient Funds, or Charge Disputes). If a Stop Payment is placed on the ACH by the Client or if a Charge Dispute is placed on the Credit Card, it would constitute an immediate and full breach of this Agreement. In such an event, IMEG will be entitled to accelerate all fees due hereunder and to collect all of its costs and attorney fees incurred. No marketing of any kind will take place until the monthly payment is received – this includes but is not limited to any 'pay-per-click' marketing campaigns. The Client holds IMEG harmless of any and all

EXHIBIT

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losses in income through lack of funding for marketing campaigns.

Prepay Payment (Definition):

Client understands that payments made to IMEG, with the exception of Websites, under this Agreement are paid in advance, or prepaid. As a result, some collected monies for certain services, including but not limited to pay-per-click or paid advertising like Google AdWords, Facebook Ads, and Third-Party Affiliate advertising, will not be spent immediately. Those monies, or advertising credits, will be held for the Client's marketing efforts and will be expensed and deducted from the advertising credit balance at the time they occur.

Website Payment (Definition)

Client agrees and understands that a nonrefundable half payment is due upon the execution of a signed Website Statement of Work ("SOW"), no work will be performed until payment is received, and the remaining balance is due upon Client approval of the final website, but before the website is pushed live. If the Client approval time period exceeds thirty (30) days, a renewal fee may apply at IMEG's sole discretion and the website launch may be delayed. The Client holds IMEG harmless of any and all losses in income through lack of approval or payment for the website.

Additional Service Pricing (Definition)

Client agrees and understands that any Services attached hereto, or requested by Client for Web Development and/or Graphic Design services outside of an executed SOW or Change Order and once a website has been pushed live, including but not limited to technical support and other customization, shall be subject to the hourly rate of One Hundred Thirty-Five (\$135/ hr.) and Ninety-Five (\$95/ hr.) respectively. IMEG reserves the right to discount, waive, or charge a flat rate for additional services on a case-by-case basis, in IMEG's sole discretion and without prejudice to IMEG's right to recover such fees in future. Payments owed to IMEG may be made by check or cashier's check, by mailing to IMEG's current address or at such other address as IMEG may designate in writing.

Confidentiality:

As used in this Agreement, "Confidential Information" shall include, without regard to its form (oral, digital, in writing, etc.), any and all any and all technical data; methodology; processes; procedures; dashboards; digital ads; print ads; drawings; reports; compositions; records; prototypes; samples; models; designs; specifications; software; scripts; strategies; research; results; plans; methods of doing business; trade secrets; copyrighted information; business and financial information; business and contractual relationships; business forecasts; marketing plans; all documents and other media marked as "confidential" or "proprietary" (although such markings shall not be required); and/or such other documents and things that a reasonable person would recognize as confidential and/or proprietary in nature. Notwithstanding the foregoing, Confidential Information shall be limited to Confidential Information that is provided to Client by IMEG, or any of IMEG's employees, affiliates, or agents, in connection with IMEG's provision of any products and/or services hereunder or prepared at a later date.

The Client shall keep confidential all Confidential Information. This Agreement is intended to cover Confidential Information disclosed by IMEG both prior and subsequent to the date hereof.

The Client agrees that, during the Term and thereafter, it will keep all Confidential Information in strictest confidence and, in addition, protect such Confidential Information by no less stringent security measures than those it takes to protect its own confidential and/or proprietary information, but by at least reasonable security measures. The Client also agrees that it will not access or use any Confidential Information, except as necessary to perform its obligations under this Agreement, whether such Confidential Information resides in any online account owned or maintained by IMEG or Client. The Client recognizes that the disclosure of confidential information in violation of the provisions of this section, would cause irreparable injury to IMEG. Therefore, in the event that Client breaches or threatens to breach the provisions of this section, IMEG, in addition to any other remedies it may have, will be entitled to preliminary and permanent injunctive relief without the necessity of posting a bond, in addition to any damages or other relief available to IMEG at law or in equity.

Client may request permission from IMEG to share Confidential Information with third parties for the purpose of cooperating with other service providers and/or maintaining continuity of services in the event of the termination of this Agreement. Client may make such request by submitting to IMEG: (i) a confidentiality and nondisclosure agreement provided to Client by IMEG and counter signed by the intended recipient of the Confidential Information; and (ii) a cover letter explaining in detail the need for sharing of Confidential Information with third parties. IMEG reserves the right to deny any and all such requests in its sole discretion and for any reason whatsoever, and without regard to any inconvenience experienced by Client.

Ownership:

Client owns all deliverable materials produced under the terms of this agreement like blogs, ads, images, and posts, but does not own or have rights, outside of the terms of this agreement, to Confidential Information, intellectual property, code or software exclusively owned by IMEG. Client is also restricted from copying or attempting to copy methods, products, code or software that Client may develop a working knowledge about, but that IMEG owns, during the course of the Agreement. Client shall only have the right to use the Confidential Information, methods, processes, and without limitation, any IMEG Proprietary Software as a Service (SaaS) products, and other intellectual property provided by IMEG, solely during the term of this Agreement and only during any period wherein Client makes timely payment. Client may continue to use SaaS products as long as ongoing payments are made. "Proprietary Software" is defined as any software IMEG exclusively or partially owns.

If Client breaches any provision of the Agreement, IMEG may choose to immediately suspend all services. If this occurs, IMEG

will promptly notify Client and if such breach is capable of being cured, Client will have ten (10) days to cure such breach to IMEG's reasonable satisfaction or demands. If such breach is incapable of being cured or, if capable, is not cured within ten (10) days, IMEG may immediately terminate this Agreement and/or pursue all other available remedies to enforce this Agreement and obtain payment hereunder. In such an event, IMEG will be entitled to accelerate all fees due hereunder and to collect all costs and attorney fees incurred. **Further, IMEG shall be entitled to seek monetary damages as well as all other relief available at law or in equity.** Client's breach of this Agreement will constitute a breach of all other agreements between IMEG and Client or any party controlling, controlled by, or controlled with Client.

Disclaimer of Warranties:

CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT INTERNET MARKETING AND SEARCH ENGINE RESULTS MAY VARY AND IMEG MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, REGULATORY, COMPLIANCE, AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE

By signing this agreement, you acknowledge that IMEG neither owns nor governs the actions of any search engine or any marketing channel. You also acknowledge that due to fluctuations in the relative competitiveness of some search terms, recurring changes in the search engine algorithms and other competitive factors, it is impossible to guarantee number one rankings or consistent top ten rankings, or any other specific rankings for any particular search term.

RANKINGS ARE NOT PERMANENT AND SEARCH ENGINE RESULTS ARE IMPROVED AND MAINTAINED BY THE EXECUTION OF CONSISTENT LONG TERM MARKETING. THESE RESULTS ARE CUMULATIVE. ALTHOUGH OUR RESULTS ARE EXCEPTIONAL BY INDUSTRY STANDARDS, THERE IS NO FORMULA FOR OVERNIGHT RESULTS AND BEST RESULTS ARE OBTAINED BY CONSISTENT EFFORTS OVER TIME AND PAST PERFORMANCE DOES NOT GUARANTEE FUTURE SUCCESS.

LIMITATION OF IMEG'S LIABILITY:

IN NO EVENT SHALL IMEG BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OF CLIENT'S BUSINESS, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, SUFFERED BY THE CLIENT, WHETHER OR NOT IMEG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY AND/OR DAMAGES. IMEG'S MAXIMUM AGGREGATE LIABILITY TO CLIENT RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO IMEG FOR THE MONTH CLIENT INCURS COMPENSABLE DAMAGES. THIS AMOUNT SHALL EXCLUDE ALL FEES DISBURSED TO ANY AND ALL THIRD PARTIES ON BEHALF OF THE CLIENT.

Modifications:

Client may request a modification to any and all services at any time by requesting a Change Order. If the request is accepted the modifications will not take effect for two (2) months, the "Waiting Period", unless waived by IMEG. For example, for a Change Order signed on January 20th the modifications to the Agreement will not take effect until April 1st unless the Waiting Period is waived by IMEG. In addition, if the Client has any open or unpaid invoices up to and including the request date, the request for modifications will not take effect until all past due balances have been paid in full and the Waiting Period has passed or waived.

Termination:

Client may terminate this Agreement by giving three (3) month's written Notice to IMEG via Certified mail. Client understands that verbal communication, text, or email to an IMEG employee does not constitute Notice and is not sufficient to commence termination. This Notice period will start from the 1st day of the month following the month that Notice has been received by IMEG. For example, notice given on January 20th would commence on February 1st and the Agreement end date would be April 30th. All amounts owed by Client to IMEG are payable immediately. Upon termination IMEG will have no obligations of any kind to Client outside of the terms stated in this Agreement. Accordingly, IMEG may terminate this Agreement by giving three (3) month's written Notice to Client via Certified mail. This Notice period will start from the 1st day of the month following the month that Notice was mailed to Client. For example, notice given on January 20th would commence on February 1st the Agreement end date would be April 30th.

Default:

In the event Client defaults under this Agreement, IMEG shall be entitled to any and all damages and other remedies available at law or in equity, including, but not limited to, any and all collection costs, litigation costs, and reasonable attorney fees.

Entire Agreement:

This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all other prior proposals, agreements, understandings and communications, whether oral or written. Each party hereby acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions, and that they have executed the same of their own free will.

Amendments; Waiver:

No provision of this Agreement may be amended, modified, revoked or waived except by a writing signed by a duly authorized representative of each of the parties hereto. Any failure by either party to enforce the other party's strict performance of any

provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

Assignment:

Client may not assign, transfer, delegate or otherwise convey any rights, obligations or responsibilities of Client hereto without the prior written consent of IMEG. If Client attempts to assign, transfer, delegate or otherwise convey any rights, obligations or responsibilities of Client hereto without the prior written consent of IMEG, it would constitute an immediate and full breach of this Agreement. In such an event, IMEG will be entitled to accelerate all fees due hereunder and to collect all of its costs and attorney fees incurred. IMEG may assign its rights, obligations or responsibilities upon written notice to Client.

Severability:

The invalidity or unenforceability of any part of this Agreement, for any reason, shall not prejudice or affect the validity or enforceability of the remainder and in such event the parties hereto shall use their best efforts to agree upon a replacement for such invalid or unenforceable provision in terms which correspond as closely as possible to the original provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

Time of the Essence:

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Parties Bound:

This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns.

Authority:

The parties hereto represent and warrant that they have full power and authority to execute, deliver and perform this Agreement and such other instruments as required herein and to consummate the transactions contemplated hereby, and that, when executed, this Agreement shall be valid, binding and legally enforceable against each of the parties hereto.

Counterparts:

This Agreement may be executed in two or more counterparts, each of which shall constitute an original.

Notices:

Any notice or other communication required shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied, sent by overnight courier service or U.S. Mail and shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted on a business day before 4:00 p.m. Sevierville, Tennessee time and with transmission confirmed; (c) if delivered by overnight courier, one business day after delivery to the courier properly addressed; or (d) if delivered by U.S. Mail, four business days after deposit with postage prepaid and properly addressed. Notices shall be addressed in each case to the address or facsimile number and to the attention of the Person (by name and title) set forth below (or to such other address and to the attention of such other Person as a party may designate by written notice to the other parties):

If to IMEG: Internet Marketing Expert Group, Inc.
305 Elm Street
Sevierville, Tennessee 37862
Attn: Justin A. Jones

If to Client: Stay Awhile Villas
9437 SANTA MONICA BLVD SUITE 204
BEVERLY HILLS, CA 90210
Attn: STUART HELLER

Construction:

Captions, titles and headings to articles, sections or paragraphs of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. All references in this Agreement to "Section" refer to the corresponding sections of this Agreement unless otherwise stated and, unless the context specifically requires otherwise, refer to all subsections thereof. All references in this Agreement to a "party" or "parties" refer to the parties signing this Agreement, unless the context otherwise requires. All defined terms and phrases used in this Agreement are equally applicable to both the singular and plural forms of such terms. Nouns and pronouns are deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may in the context require.

Restrictive Covenants:

Client represents, covenants and agrees that he/she will not (nor will he/she cause or cooperate with others to), through a medium, personally, anonymously or through the use of a pseudonym, either orally or in writing or image, including, but not limited to, electronic mail, radio or television, computer networks or Internet bulletin boards, websites, blogs, social media, such as Facebook, LinkedIn, Twitter, Snapchat, Instagram, or Pinterest, or any other form of communication, disparage, defame, impugn, damage or assail the reputation, or cause or tend to cause the recipient of a communication to question the business condition, integrity, competence, good character, professionalism, product or service quality of IMEG or its shareholders, directors, officers, employees, agents, business practices or services, as applicable, whether by virtue of the Agreement or any of the details covered by this Agreement, except as follows: by a subpoena issued by a court of competent jurisdiction, and except as required by law or order of court.

Governing Law:

This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Tennessee.

Forum Selection and Jurisdictional Provisions:

The parties acknowledge and agree that all disputes and matters whatsoever arising under, in connection with, or related to this Agreement shall be litigated, if at all, in either the federal or state courts which encompass Sevier County, Tennessee, to the exclusion of all other courts. Each party specifically consents to the jurisdiction of the federal and state courts encompassing Sevier County, Tennessee and waives any venue, jurisdiction, or other objections that he may have to any such action or proceeding being brought in such court.

*Paid advertising, purchases for Client, and PPC management 30% management fee will apply if applicable. This fee covers administrative, creative, analysis and consulting costs. Example: If we spend \$1,000 on ads, we will subtract 30% for administrative, creative, analysis and consulting costs. If you were spending \$1,000 on ads, \$770 would go toward actual ad spend and the remainder is the management fee.

All advertising credits not used in the current month will be carried over to the following month. Monthly reporting provided to you by IMEG Inc., may include details of dollars used and credits remaining. These credits may be used for IMEG Inc. marketing services only and will not be refunded.

I agree to the terms and conditions as stated above as individual and authorized officer of the organization:



Member

Stay Awhile Villas LLC

Authorized Signature

Title

Company

X Stuart Heller

Feb 19, 2021

Printed Name

Date

Accounts Payable Contact Name : Jelena

Accounts Payable Contact Email : jelena@stayawhilevillas.com

Accounts Payable Contact Phone Number : 3109201552



Your Monthly Services :

Internet Marketing Expert Group, Inc.
305 Elm St,
Sevierville, TN 37862, United States
Ph: +1 865-622-2008

April 2021 - Stay Awhile Villas

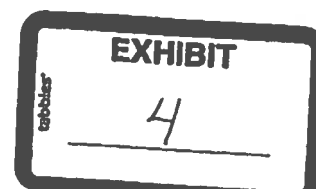
Proposal # 000163

Begin Date : Apr 01, 2021

Proposal Date : Feb 19, 2021

From : emily@imegonline.com

SERVICE NAME	QTY	UNIT PRICE	TOTAL
Account Management / Advanced Reporting & Analysis (Advanced Reporting offers Clients a new way to review and understand the financial results of their marketing efforts. This reporting provides key metrics for each service, such as Return on Ad Spend (ROAS) and other ROI metrics, allowing businesses to know exactly the return on their marketing investments. As allowable by your booking engine or POS system, this reporting can be automated and customized to meet your specific reporting needs.)	1	\$135.00 month	\$135.00
Blogs (Blogs are critical for organic search and bringing real value to repeat and potential customers. This is the center of our SEO and social strategy. This fee includes 2 in-depth blogs written per month. We currently manage many travel blogs, including one of the top 3 most read travel blogs in the world. This content is written to grow online authority and also to engage and connect with past and future customers on a deeper, more emotional level to convert into sales while building value and bringing loyalty to your brand.)	2	\$160.00 item	\$320.00
Capture (This will allow us to grow your email database by 4-8% of the website traffic that visits your site. We can use this to email them monthly to raise awareness and also use their emails on social channels, such as Facebook, to build custom audiences and retargeting ads. This tool was built to show a potential customer the right message at the right time. When a potential customer lands on your website, they are looking for better value than the site they were on before, but time is crucial - the average time on site of a user is not long if the value proposition is not present. Through deep research and understanding of buyer's intent, Capture was developed to allow your brand to show the customer a true value proposition at the right time to give your business a higher probability	1	\$95.00 month	\$95.00



SERVICE NAME	QTY	UNIT PRICE	TOTAL
of converting those website users.)			
Drip Email : Monthly Management (Drip emails will allow us to send targeted-objective emails to your email database based on their website behaviors. These emails are content-driven with converting call to actions. Monthly management fee includes setup, monitoring, changes, and building out the platform. Emails are added to campaigns each month to ensure your email database is getting a continuous flow of emails to keep your business top of mind.)	1	\$135.00 month	\$135.00
Email Design (Monthly fee for email design and production. All designs will be mobile-responsive to ensure they work on both desktop and mobile devices. Fee covers 1 monthly email design(s).)	1	\$95.00 item	\$95.00
Email Monthly : Per 2500 Subscribers (This fee includes up to 2,500 email subscribers. Fee is based on the number of actual subscribers and will increase as additional subscribers (emails) are collected. You are not billed based on the number of emails that send to your database, so email sends are unlimited, but design fees may apply to create additional email designs.)	1	\$45.00 item	\$45.00
Enterprise DNS - Cloudflare (Enterprise DNS delivers higher security and performance of your website. Enterprise DNS has many benefits, but one core benefit, in simple terms - it creates a "firewall" to prevent security issues and will generally increase performance of your website speed due to caching across a global network.)	1	\$35.00 month	\$35.00
Facebook Engagement Management (This is the "old school word of mouth," except online. We will engage with your Facebook audience with at least 20 posts per month. Our goal is to create momentum because it helps drive immediate traffic, build relationships and helps SEO. We post, engage with and respond to comments on your Facebook page. *This service does not include responding to Direct Messages.)	1	\$595.00 month	\$595.00
Facebook Fan Acquisition (You will receive 600+ targeted fans for your Facebook page based on the demographics and psychographics of your target audience. The purpose of this is to gain more fans to increase website traffic, brand awareness and social engagement. As we have seen, Google paid search costs increase year over year for many years, and we know fan acquisition costs will as well. We want to acquire them as quickly as we can so we get more people talking about your business at a lower cost.)	1	\$300.00 month	\$300.00
Guest Experience Manager : GEM (This platform allows a vacation rental	1	\$295.00 month	\$295.00

SERVICE NAME	QTY	UNIT PRICE	TOTAL
company to understand problems through guest feedback and correct any issues before the world becomes aware they exist. GEM was built to solve multiple problems in the travel and tourism industry, but it primarily solves problems surrounding negative TripAdvisor and Google Reviews. With GEM, you can increase your 5-star reviews across various platforms and monitor guest feedback using internal surveys.)			
Instagram Management (Instagram works well for engagement and awareness while driving emotional impact through images. This plan includes at least 3 posts per week.)	1	\$195.00 month	\$195 00
RezEmotion (RezEmotion is a tool built to optimize the booking experience and increase online booking conversion on desktop, mobile devices and tablets. After years of analysis and deep research of the guest's journey to online booking, we found with most booking engines, there is extensive thought and time put into the back end, saving you time with managing the business. The problem is, the guest only sees the front end of the booking engine during their online booking experience. We decided to invest our time and research into the front end of the booking engine to increase online booking conversion. To solve the problem of a percentage of guests visiting websites and struggling through the booking process, we developed RezEmotion to add value to the booking experience and to increase online booking conversion which increases your revenue. Clients who have integrated with RezEmotion have seen up to a 28% increase in online booking conversion. We also built RezEmotion to save development time and money; great online booking engines take a lot of time and financial resources. RezEmotion can be launched in hours, not months, and for hundreds of dollars, not tens of thousands of dollars.)	1	\$295.00 month	\$295.00
SEM : Adwords (Google AdWords is an online advertising service developed by Google, where advertisers pay to display brief advertising copy within the Google ad network to web users. Our job is to compose the right message and get it in front of the right users to take advantage of Google's Quality Score for the lowest cost per click. *A 30% management fee does apply.)	1	\$1500 00 month	\$1,500 00
SEO Services : Link Building (Backlinks are highly valuable and help search engine optimization (SEO) because backlinks are a signal to Google that your site is a quality resource worthy of citation. Therefore, sites with more authoritative backlinks tend to earn higher rankings. The problem is that getting highly authoritative and valuable backlinks takes a	1	\$325.00 month	\$325.00


SERVICE NAME	QTY	UNIT PRICE	TOTAL
lot of research and time - to find the most authoritative websites, get in touch with the right people and get yourself linked on those websites. With this service, we will do all of the heavy lifting and provide you with the specific backlink(s) that you are receiving, so you can see exactly which authoritative online sources are linking to you. *Includes 1 DA 30+ backlink per month)			
SEO Services : Local (The service helps keep your local ranking information accurate across the web. This service is also good for backlinks to help rankings in search.)	1	\$75.00 month	\$75.00
SEO Services : On-site Technical SEO (IMEG understands how important online visibility and SEO are for the success of business in today's market. With Internet usage growing at a minimum of 100% in every populated world region, and growing by more than 1,000% in some, web presence can generate numerous competitive advantages with our search engine optimization services. Our team of experts are dedicated to the process of analyzing, designing and editing your website to rank high in leading search engines. We focus on many technical aspects of SEO which includes editing content in response to search engine web crawlers and monitoring your competitors' search engine activities to ensure the best placement of your website for phrases and search terms that are relevant to your products and services. We drive website traffic straight to your business from search engines and, over time, you will see the compounding growth of organic traffic without having to increase your SEO spend.)	1	\$600.00 month	\$600.00
SERP Tracking (A search engine results page (SERP) is the page displayed by a search engine in response to a query by a searcher. The main component of the SERP is the listing of results that are returned by the search engine in response to a keyword query, although the page may also contain other results such as advertisements. This tool tracks the changes and results in the SERPs for Google organic and gives alerts when changes as well as comprehensive reporting. This allows our SEO team to quickly see and evaluate changes that are happening with your rankings.)	1	\$10.00 month	\$10.00
Tools / Licenses : Zapier (Zapier integrates with many common apps to help you automate workflows, such as pushing leads for ads or contact forms directly into Drip. Pricing is based on the number of workflows and tasks used monthly.)	1	\$60.00 month	\$60.00

SERVICE NAME	QTY	UNIT PRICE	TOTAL
Website Hosting : WordPress (We use world class provider WP Engine as our hosting partner. WP Engine provides the best-in-class customer service on top of innovation-driven technology. This is why over 70,000 customers in 120 countries have chosen WPEngine for their WordPress hosting needs. The server will also include a CDN that will allow your content to load faster for users.)	1	\$75.00 year	\$75.00
Website Maintenance Plan (This plan is for websites with up to 15,000 visitors per month. Includes: 4 hours of on-site content changes (normally billed at \$135/hour), 24/7 uptime monitoring, monthly website and plugin updates, speed performance optimization, security monitoring, daily off-site website backups, weekly site health checks.)	1	\$225.00 month	\$225.00
Website Visitor Intelligence (WVI) (Almost all of your website visitors are anonymous. This software identifies website visitors by email address. We have been able to match email addresses for up to 20% of website visitors. This is a great way to grow your email database and identify potential leads who are deeper in the funnel - on your own website! Then, you will be able to target those individuals with a specific email campaign to drive traffic and increase bookings. We can also provide mailing addresses for many of your email leads which is valuable for direct mail campaigns. Fee is based on anticipated number of email addresses to be collected.)	1	\$300.00 month	\$300.00
			Onboarding Fee \$500.00
This Proposal is for : 12 Month(s) Recurring			Subtotal \$5,710.00
			Monthly Service \$6,210.00
			Total

Acceptance and Authorization:

The terms and conditions of the **Agreement for Service** apply in full to the service and products provided under this Statement of Work. **IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this statement of work, under seal.

Client Name	Company Name
Stay Awhile Villas	Internet Marketing Expert Group, Inc
Printed Name/Title	Printed Name/Title
Stuart Heller Member	Susie Bruhin
Signature	Signature

	
Date	Date
Feb 18, 2021	

STAY AWHILE VILLAS

9437 SANTA MONICA BLVD, SUITE 204, BEVERLY HILLS CA 90210
(310) 310-2711 | (888) 958-7536

CANCELLATION OF SERVICES

From:
Stay Awhile Villas LLC
9437 Santa Monica Blvd, Suite 204
Beverly Hills CA 90210
Attn: Stuart Heller

To:
Internet Marketing Group, Inc.
305 Elm Street
Sevierville, Tennessee 37862
Attn: Justin Jones

6/22/21

Attn: Justin Jones / IMEG / Internet Marketing Expert Group, Inc.

To Whom It May Concern at IMEG and/or affiliates:

Please use the letter to serve as request for full cancellation for all services provided by IMEG under the signed SOW on October 13th, 2020 and the signed Agreement for Services signed on October 13, 2020. All services and charges associated are to be cancelled in full. Noted below is a list of services that are to be cancelled. Any services not listed below are to be cancelled as well.

- Website development | Responsive WordPress Design & Theme
- Website development: Social sharing setup Content Writing
- SEO Services: Initial SEO for New Website Content Move
- Website Development: RezEmotion Integration & Testing
- Website Development : 301s / Redirects
- Website Development : Browser / Device Testing
- Website Development : Tracking / Analytics
- Website Development : Project Management Fee
- Custom API Integration : RezEmotion
- Account Management / Consulting / Analysis
- Advanced Reporting & Dashboard
- Blogs
- Capture
- Drip Email : Monthly Management
- Email Monthly : Per 2500 Subscribers
- Email Design
- Enterprise DNS - Cloudflare
- SEO Services: Onsite Technical
- Website Visitors Intelligence (WVI)
- Tools/Licenses
- SEM: AdWords
- SEO Services : Link Building
- SEO Services : Local

Respectfully,



Stuart Heller
President & Founder

DEFENDANT'S COPY



R3562-3 SUNTRUST BANK
ATL600 MAIL CODE 0-7150
P.O. BOX 620009
ORLANDO, FL 32862-0009
INTERNET MARKETING EXPERT GRP
ATTN: JENNIFER SCHUCHART
129 SHOWPLACE BLVD
PIGEON FORGE TN 37863-4978

ACCOUNT NUMBER: [REDACTED]
SETTLEMENT DATE: 07/06/2021
PAGE 1

* A SUNTRUST BANK *
* MEMBER FDIC *

ACH ACTIVITY SUMMARY

THIS REPORT DETAILS ALL ACTIVITY THAT RELATES TO ACH
TRANSACTIONS THAT WERE ORIGINATED ON YOUR BEHALF.

III. ITEMS RETURNED -

THIS REPORT LISTS THE RETURN ITEMS PROCESSED TODAY. THEY WILL
BE REFLECTED ON TODAYS SETTLEMENT.

FILE REFERENCE	EFF DATE	COMPANY NAME	COMPANY ID	ENTRY DESCRIPTION
[REDACTED]	21-07-01	INTERNET MARKETI	3814	ACH 2

RETURN REASON TC	TRANSIT-ROUTING	AMOUNT	INDIVIDUAL NAME/ID OR IAT ACCOUNT NUMBER	ACCOUNT NUMBER/ORIGINAL TRACE
R08	27	\$5,710.00	Stav Awhile Villas	[REDACTED]
			R08 -PAYMENT STOPPED	

\$5,710.00	DEBITS	NUMBER OF DEBITS:	1
		NUMBER OF DEBIT PRENOTES:	0

THE RETURNS LISTED ABOVE WERE DEBITED/CREDITED TO YOUR ACCOUNT:

TOTAL CREDIT AMOUNT: \$.00
TOTAL DEBIT AMOUNT: \$5,710.00

EXHIBIT

6

Monday, June 28, 2021 at 11:17:12 Eastern Daylight Time

Subject: Breach of Agreement (Stay Awhile Villas).
Date: Saturday, June 26, 2021 at 12:40:23 PM Eastern Daylight Time
From: Jason West
To: sheller@stayawhilevillas.com
CC: Jelena@stayawhilevillas.com, Justin Jones, Emily Wolff
BCC: J Patrick Stapleton

Stuart,

It has been brought to my attention to that as of approximately 4am this morning, you moved Stay Awhile Villa's site off of our hosting server along with all the website files, in addition to that you have copied IMEG's proprietary software (code) in violation of our confidential and ownership provisions of our Agreement. As such, based on the termination provision of our Agreement, we are suspending all the services you have with IMEG effective immediately.

[Therefore, in the event that Client breaches or threatens to breach the provisions of this section, IMEG, in addition to any other remedies it may have, will be entitled to preliminary and permanent injunctive relief without the necessity of posting a bond, in addition to any damages or other relief available to IMEG at law or in equity.

Client is also restricted from copying or attempting to copy methods, products, code or software that Client may develop a working knowledge about, but that IMEG owns, during the course of the Agreement.

If Client breaches any provision of the Agreement, IMEG may choose to immediately suspend all services. IMEG may immediately terminate this Agreement and/or pursue all other available remedies to enforce this Agreement and obtain payment hereunder. In such an event, IMEG will be entitled to accelerate all fees due hereunder and to collect all costs and attorney fees incurred. ***Further, IMEG shall be entitled to seek monetary damages as well as all other relief available at law or in equity.*** Client's breach of this Agreement will constitute a breach of all other agreements between IMEG and Client or any party controlling, controlled by, or controlled with Client.]

Our legal team will prepare the necessary legal documents early this week. In the meantime, we demand that you cease and desist using IMEG's proprietary software and source code and return all tangible and intangible property belonging to IMEG immediately.

Jason West
Chief Financial Officer
Internet Marketing Expert Group, Inc.
(800) 736-1122 x 105
accounts@imegonline.com
<http://www.imegonline.com>
<http://twitter.com/connectwithimeg>
<http://facebook.com/connectwithimeg>





WOOLF, McCLANE, BRIGHT, ALLEN & CARPENTER, PLLC

A T T O R N E Y S

900 Riverview Tower | 900 S. Gay Street | Knoxville, TN 37902-1810

Mailing Address: Post Office Box 900 | Knoxville, TN 37901-0900

Phone: (865) 215-1000 | Fax: (865) 215-1001

www.wmbac.com

DALE C. ALLEN
J. NICHOLAS ARNING, JR.
HUGH B. BRIGHT, JR.
LUIS C. BUSTAMANTE
W. KYLE CARPENTER
J. KEITH COATES, JR.
LINDY D. HARRIS
J. CHADWICK HATMAKER
DEAN T. HOWELL
KAITLYN E. HUTCHERSON
J. FORD LITTLE
GREGORY C. LOGUE
RICHARD S. MATLOCK

DENNIS R. McCLANE
DANIEL J. MOORE
ROBERT P. NOELL
R. JOSEPH PARKEY, JR.
KEVIN N. PERKEY
O. E. SCHOW, IV
C. GAVIN SHEPHERD
PAUL C. SHUMAN
DARSI NEWMAN SIRKKNEN
SARAH B. SMITH
M. AARON SPENCER
KAITLIN F. TWEEL
ROBERT L. VANCE
LOUIS C. WOOLF (RETIRED)

July 6, 2021

VIA REGULAR MAIL, CERTIFIED MAIL
AND E-MAIL (sheller@stayawhilevillas.com)

Stuart Heller
Stay Awhile Villas, LLC
9437 Santa Monica Blvd, Suite 204
Beverly Hills, CA 90210

Re: Master Services Agreement by and between Stay Awhile Villas, LLC and
Internet Marketing Expert Group, Inc. dated February 19, 2021

Dear Mr. Heller:

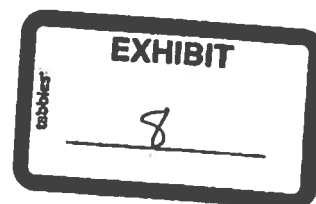
This firm represents Internet Marketing Expert Group, Inc. ("IMEG" or "the Company") and we would like to address the recent actions by Stay Awhile Villas, LLC ("SAV" or "you") to purportedly terminate the Master Services Agreement by and between SAV and IMEG dated February 19, 2021 (collectively "the Agreement") and the actions that resulted in the material breach of the Agreement.

Pursuant to the terms of the Agreement, you agreed to keep confidential all Confidential Information (as defined in the Agreement). You further agreed that SAV does not own or have rights to Confidential Information, intellectual property, proprietary code or software exclusively owned by IMEG (including RezEmotion). The Agreement contains restrictions against copying or attempting to copy methods, products, code or software that belongs to IMEG.

On June 26, 2021 you made a copy of your website that was being hosted by IMEG. The copied website contained Confidential Information including, without limitation, IMEG's proprietary source code known as RezEmotion in violation of the terms of the Agreement. You were notified of SAV's illegal and improper activities on June 26, 2021. Pursuant to the terms of the Agreement, you had ten (10) days to cure the breach. To date, SAV has failed to cure the breach. Indeed, SAV has failed to even attempt to communicate with IMEG.

4834251.1

DEFENDANT'S COPY

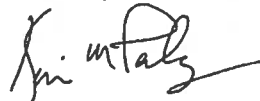


Stuart Heller
Page 2
July 6, 2021

Prior to IMEG initiating a lawsuit against SAV, IMEG has requested that I send you this letter in an attempt to amicably resolve this matter. To that end, you have until 4:00 pm Eastern Daylight Time, Friday, July 9, 2021, to contact me, either directly or through counsel, to discuss a resolution of this matter that will include, at a minimum, full return of the stolen source code related to RezEmotion, a signed agreement affirming that no party has made or retained copies of the source code, no one has transferred the source code to a third party, that all copies of the source code have been returned or destroyed, and the payment of all fees due and payable pursuant to the terms of the Agreement through September 30, 2021, in the sum of \$17,130.

If you do not make arrangements to resolve this matter as set forth above, IMEG will have no choice but to pursue legal action against SAV in a suit where IMEG would seek to recover damages to be proven at trial that IMEG expects to exceed \$10,000,000. Please contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin N. Perkey", with a stylized flourish at the end.

Kevin N. Perkey

KNP:cm
cc: IMEG (via e-mail)